

**INTERAGENCY COOPERATION CONTRACT FOR THE TRANSFER OF  
MISSISSIPPI RIVER GREENBELT PARK  
BY THE COUNTY OF SHELBY TO THE CITY OF MEMPHIS**

**THIS AGREEMENT RELATING TO THE TRANSFER OF MISSISSIPPI RIVER GREENBELT PARK BY THE COUNTY OF SHELBY TO THE CITY OF MEMPHIS** (the "Agreement"), dated the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between Shelby County, Tennessee, a Political Subdivision of the State of Tennessee (the "County"), Shelby County, Tennessee, a Political Subdivision of the State of Tennessee, for the use and benefit of the Shelby County Conservation Board (the "Board") and the City of Memphis, Tennessee, a Municipal Corporation of the State of Tennessee (the "City").

**WHEREAS**, Between 1971 and 1979, an assembled tract of land totaling 208.85 acres, located along the east and west sides of Island Drive and along the north side of Mud Island Drive on Mud Island, was jointly acquired by the City, the County, and the Board by various Deeds of record, upon which tract of land Mississippi River Greenbelt Park has subsequently been constructed, developed, operated and maintained; and

**WHEREAS**, The City and the Board jointly acquired 198.95 acres of the said 208.85 acres by Deeds of record as described in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument Numbers K2 0827, G5 9999, G8 2545, G2 9837, R2 4034 and G8 1901 and further described as Tax Parcel Nos. 069077 00034, 069077 00010Z, 069077 00025, 069077 00024, 069077 00009Z, 069077 00021, 001001 00004Z, 001001 00014, 001001 00008Z, 001001 00010, 001001 00009Z and 001001 00016; and

**WHEREAS**, The City and the County jointly acquired 9.90 acres of the said 208.85 acres by Deeds of record as described in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument Numbers K7 9676 and J9 7330 and further described as Tax Parcel Nos. 069077 00014, 069077 00027 and 069077 00011Z; and

**WHEREAS**, Part of the funds required to purchase this assembled tract of land and construct Mississippi River Greenbelt Park improvements may have been secured through state and/or federal grants which, in that event, obligates the City, the County and the Board to certain perpetual duties, responsibilities and liabilities associated with the construction, development, operation, maintenance and continued use of Mississippi River Greenbelt Park for public outdoor recreational purposes; and

**WHEREAS**, The County and the Board, due to budgetary constraints, are desirous of decreasing their ongoing expense of developing, equipping, operating and maintaining a county-wide park system by transferring the ownership of all existing County owned parks, located within each municipality and its annexation reserve areas, along with all obligations, duties, responsibilities and liabilities associated therewith, to the respective municipal government for its continued development, equipment, operation, maintenance and use of the parks for public outdoor recreational purposes; and

**WHEREAS**, The City is agreeable to take over the full ownership, operation, maintenance, and future development of Mississippi River Greenbelt Park (including the land, existing park improvements, equipment and inventory thereon) (the "Property"), along with all of the obligations, duties, responsibilities and liabilities associated therewith; and

**WHEREAS**, Because the general public would best be served having all of its local parks under direct ownership by the municipal government having jurisdiction of the areas within which the parks are located, it is deemed to be in the County's and the Board's best interest to transfer their joint interest in the above described Property to the City under certain terms and conditions.

**NOW THEREFORE,** For and in consideration of the above stated purposes, as the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The County and the Board hereby agree to convey, grant, transfer and confirm unto the City by Quit Claim Deed and Bill of Sale, the above referenced land commonly known as Mississippi River Greenbelt Park, including therewith all existing park improvements, equipment and inventory thereon, in their existing condition, **AS IS, WHERE IS and WITH ALL FAULTS.** The County agrees to release the City, its officers, agents and employees from any claim, cost, loss, liability, damage, expense, demand and cause of action arising from or related to any preexisting environmental conditions of the Property to the extent permitted by the laws of the State of Tennessee. The City hereby accepts the Property accordingly. The County and the Board herein or otherwise make no warranties or representations expressed or implied, or arising by operation of law whatsoever in respect to the Property, including, but not limited to, any warranty or condition of habitability, merchantability, tenantability or fitness for a particular purpose. Furthermore, the City, to the extent legally permitted, or anyone claiming by, through or under the City, hereby fully releases the County and the Board, its officers, agents and employees from any claim, cost, loss, liability, damage, expense, demand and cause of action arising from or related to any construction, building or installation defects, errors, omissions, or other conditions affecting the Property.

2. The City, at Closing (as between the City, the County and the Board) shall become liable, obligated and responsible for and shall otherwise pay for the maintenance, repair, operation, administration, development and all other economic burdens of, pertaining to and associated with the Property arising as of and subsequent to the Closing date, including but not limited to any and all obligations of the County and the Board relating thereto as mandated by the State of Tennessee or Federal Government or any agency thereunder and all suits, claims, actions and damages, arising out of or due to any act, failure to act, occurrence or omission of the City, its officers, agents or employees. In conjunction with the transfer of the Property and said obligations, duties, responsibilities and liabilities associated hereunder, the City agrees to execute upon request any Transfer of Jurisdiction documents mandated by the State of Tennessee or Federal Government to formally effect the transfer of the same.

3. Utilities and other customarily prorated expenses and any contracts or agreements for services to the Property to be transferred to and assumed by the City, to the extent paid for by the County or the Board, or required to be paid for by the County or the Board for a period after Closing, shall be prorated as of the Closing date. Other expenses relating to the Property up to the Closing date and all periods prior thereto including those required by any contract or agreement for any services to the Property and those incurred or ordered by the County or the Board or their agents which are not to be transferred and assumed by the City, including, but not limited to administrative expenses of the County or the Board shall be paid for by the County or the Board, and the City shall not be liable therefore. The County or the Board shall not assign to the City and the City shall not be entitled to any deposits held by any utility company or other company servicing the Property; but rather such deposits shall be returned to the County or the Board, and the City shall arrange and bear all responsibility to arrange with all companies to have accounts styled in the City's name beginning on the Closing date.

4. The Closing of the transfer of the Property shall occur on the date and at the time the Quit Claim Deed and Bill of Sale are conveyed to the City.

5. The Property shall continue to be used as a public park open and available to all citizens of Shelby County on a basis generally equal to the citizens of the City. For purposes of this statement, the parties understand and acknowledge that there may be occasions and circumstances whereby citizens residing outside of the City are charged user fees over and above the user fees, if any, charged to the citizens of the City. The County and Board agree that such user fees may be charged to citizens residing outside of the City so long as said fees are fair and reasonable.



6. The Property shall continue to be owned by the City so long it is utilized as a public park. If the Property ever ceases to be a public park, the Property shall revert back to the County.

7. The City agrees to maintain the Property throughout its development in a neat, clean and orderly manner in accordance with state and local park maintenance standards.

8. The County or the Board may record this Agreement with the Office of the Shelby County Register if it deems same to be appropriate. The terms, conditions and covenants made herein shall survive the Closing, shall be a covenant running with the Property and shall be binding upon the City, its successors, and assigns.

9. This Agreement shall be deemed drafted by both parties equally.

**IN WITNESS WHEREOF**, The parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first written above.

**CITY OF MEMPHIS, TENNESSEE**

By: 

Dr. Willie W. Herenton, City Mayor

Approved as to Form:

By: 

City Attorney

Other City Approvals:

By: 

Director of General Services

By: 

Director of Park Services

By: 

City Real Estate Manager

**SHELBY COUNTY, TENNESSEE**

By: \_\_\_\_\_

A C Wharton, Jr., County Mayor

**SHELBY COUNTY, TENNESSEE,  
FOR THE USE AND BENEFIT OF  
THE SHELBY COUNTY  
CONSERVATION BOARD**

By: 

John F. McCormick, Chairman  
Shelby County Conservation Board

Approved as to Form:

By: 

Assistant County Attorney

Other County Approvals:

By: 

Conservation Board Director

By: 

County Real Estate Manager

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **JOHN F. McCORMICK**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Chairman of the Shelby County Conservation Board**, the within named bargainor, and that he as such **Chairman**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **Shelby County Conservation Board** by himself as such **Chairman**.

WITNESS my hand and Notarial Seal, at office in the City of Memphis, in the County aforesaid, this 19<sup>th</sup>  
day of September, 2007.

  
Notary Public

MY COMMISSION EXPIRES:



STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **A C WHARTON, JR., Mayor of Shelby County, Tennessee**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of Shelby County, Tennessee**, the within named bargainor, one of the counties of the State of Tennessee, and that he as such **Mayor** of said county, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of **Shelby County, Tennessee**, by himself as such **Mayor** of said **Shelby County, Tennessee**.

WITNESS my hand and Notarial Seal, at office in the City of Memphis, in the County aforesaid, this \_\_\_\_  
day of \_\_\_\_\_, 200\_\_.

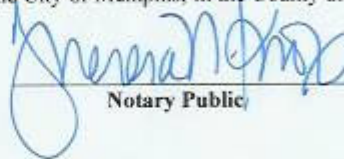
\_\_\_\_\_  
Notary Public

MY COMMISSION EXPIRES:

**STATE OF TENNESSEE  
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **Dr. Willie W. Herenton, Mayor of the City of Memphis**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of the City of Memphis**, the within named bargainor, one of the municipal corporations of the State of Tennessee, and that he as such **Mayor** of said city, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **City of Memphis** by himself as such **Mayor** of said municipal corporation.

WITNESS my hand and Notarial Seal, at office in the City of Memphis, in the County aforesaid, this 30  
day of May, 2008.

  
\_\_\_\_\_  
Notary Public



**MY COMMISSION EXPIRES:**

MY COMMISSION EXPIRES:  
February 1, 2012